

ROB BONTA, State Bar No. 202668  
Attorney General of California  
NORMAN D. MORRISON, State Bar No. 212090  
Supervising Deputy Attorney General  
ASHLEY REYES, State Bar No. 312120  
Deputy Attorney General  
2550 Mariposa Mall, Room 5090  
Fresno, CA 93721-2271  
Telephone: (559) 705-2312  
Fax: (559) 445-5106  
E-mail: Ashley.Reyes@doj.ca.gov  
*Attorneys for Defendants, State of California, acting  
by and through the California Highway Patrol, and  
Officer Efrain Jimenez*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

**DOUGLAS CHESLIK,**

Plaintiff,

**v.**

**MADERA COUNTY SHERIFF'S  
DEPARTMENT, COUNTY OF MADERA,  
MADERA COUNTY DOE RN, STATE OF  
CALIFORNIA, CALIFORNIA HIGHWAY  
PATROL, SHERIFF TYSON J. POGUE,  
DEPUTY K. BEHE, CHP OFFICER  
EFRAIN JIMENEZ,**

Defendant.

Case No. 1:23-cv-01754-JLT-BAM

**STIPULATED PROTECTIVE ORDER**

Trial Date: April 27, 2027  
Action Filed: January 23, 2024

**1. INTRODUCTION**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles.

2 1.2 Good Cause Statement. This action is likely to involve information protected by  
3 the Peace Officer Bill of Rights Act (POBRA) and Public Safety Officers Bill of Rights Act as set  
4 forth in California Government Code section 3300 et. seq. and Penal Code section 832.7 and  
5 832.8 for which special protection from public disclosure and from use for any purpose other than  
6 prosecution of this action is warranted.

7 Defendants may be producing documents that contain personal and confidential  
8 information regarding individuals which information is generally unavailable to the public,  
9 including peace officer personnel records. The disclosure of this information to the public may  
10 violate those individuals' privacy rights. Defendants contends that peace officers have a federal  
11 privilege of privacy in their personnel file records: a reasonable expectation of privacy therein  
12 that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of  
13 California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir.  
14 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012)  
15 (concluding that "while "[f]ederal law applies to privilege based discovery disputes involving  
16 federal claims," the "state privilege law which is consistent with its federal equivalent  
17 significantly assists in applying [federal] privilege law to discovery disputes"); Cal. Penal Code  
18 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. The uncontrolled disclosure of such personnel  
19 file information can threaten the safety of non-party witnesses, officers, and their  
20 families/associates.

21 Defendants further contend that such personnel file records are restricted from disclosure  
22 by the public entity's custodian of records pursuant to applicable California law and that  
23 uncontrolled release is likely to result in needless intrusion of officer privacy; impairment in the  
24 collection of third-party witness information and statements and related legitimate law  
25 enforcement investigations/interests.

26 Defendants also contend that, since peace officers do not have the same rights as other  
27 private citizens to avoid giving compelled statements, it is contrary to the fundamental principles  
28 of fairness to permit uncontrolled release of officers' compelled statements. See generally

1 *Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828-830 (1985); cf. U.S. Const., amend V.

2 Defendants contend that law enforcement agencies have federal deliberative-executive  
3 process privilege, federal official information privilege, federal law enforcement privilege, and  
4 federal attorney-client privilege (and/or attorney work product protection) interests in the  
5 personnel files of their peace officers – particularly as to those portions of peace officer personnel  
6 files that contain critical self-analysis, internal deliberation/decision-making or  
7 evaluation/analysis, or communications for the purposes of obtaining or rendering legal advice or  
8 analysis – potentially including but not limited to evaluative/analytical portions of Internal Affairs  
9 type records or reports, evaluative/analytical portions of supervisory records or reports, and/or  
10 reports prepared at the direction of counsel, or for the purpose of obtaining or rendering legal  
11 advice. See *Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v. United States Forest*  
12 *Serv.*, 108 F.3d 1 089, 1092-1095 (9th Cir. 1997); *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-  
13 671 (N.D. Cal. 1987); *Admiral Ins. Co. v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th  
14 Cir. 1988). Additionally, Defendants may be producing reports obtained from the California Law  
15 Enforcement Telecommunications System (CLETS), which reports are generally unavailable to  
16 the public and the disclosure of which is subject to state and federal laws and regulations  
17 restricting and/or limiting disclosure or dissemination. The disclosure of this information to the  
18 public may jeopardize the security of CLETS, the effectiveness of law enforcement efforts that  
19 rely on CLETS, and the safety of law enforcement officers using CLETS. Defendants may also be  
20 producing documents concerning confidential internal policies, which documents are generally  
21 unavailable to the public. The disclosure of this information may jeopardize the security of the  
22 State’s operations and jeopardize the safety of peace officers. Finally, Defendants may be  
23 producing investigation reports which are generally unavailable to the public, the disclosure of  
24 which could violate individuals’ privacy rights and jeopardize the safety of officers.

25 The parties jointly contend that there is typically a particularized need for protection as to  
26 any medical or psychotherapeutic records, because of the privacy interests at stake. Because of  
27 these sensitive interests, a court order should address these documents rather than a private  
28 agreement between the parties.

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
2 disputes over confidentiality of discovery materials, to adequately protect information the parties  
3 are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses  
4 of such material in preparation for and in the conduct of trial, to address their handling at the end  
5 of the litigation, and serve the ends of justice, a protective order for such information is justified  
6 in this matter. It is the intent of the parties that information will not be designated as confidential  
7 for tactical reasons and that nothing be so designated without a good faith belief that it has been  
8 maintained in a confidential, non-public manner, and there is good cause why it should not be  
9 part of the public record of this case.

10 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties further  
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not  
12 entitle them to file confidential information under seal; Local Rule 141 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial proceedings  
16 and records in civil cases. In connection with non-dispositive motions, good cause must be  
17 shown to support a filing under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d  
18 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206,  
19 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis.  
20 1999) (even stipulated protective orders require good cause showing), and a specific showing of  
21 good cause or compelling reasons with proper evidentiary support and legal justification, must  
22 be made with respect to Protected Material that a party seeks to file under seal. The parties’  
23 mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without  
24 the submission of competent evidence by declaration, establishing that the material sought to be  
25 filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good  
26 cause.

27 Further, if a party requests sealing related to a dispositive motion or trial, then  
28 compelling reasons, not only good cause, for the sealing must be shown, and the relief sought

1 shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pac.*  
2 *Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of information,  
3 document, or thing sought to be filed or introduced under seal in connection with a dispositive  
4 motion or trial, the party seeking protection must articulate compelling reasons, supported by  
5 specific facts and legal justification, for the requested sealing order. Again, competent evidence  
6 supporting the application to file documents under seal must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in its entirety  
8 will not be filed under seal if the confidential portions can be redacted. If documents can be  
9 redacted, then a redacted version for public viewing, omitting only the confidential, privileged,  
10 or otherwise protectable portions of the document, shall be filed. Any application that seeks to  
11 file documents under seal in their entirety should include an explanation of why redaction is not  
12 feasible.

## 13 **2. DEFINITIONS**

14 2.1 Action: This pending federal lawsuit, *Douglas Cheslik, et al. v. State of California,*  
15 *et al.*, United States District Court, Eastern District, Case No. 1:23-cv-01754-JLT-BAM.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
17 information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
19 generated, stored or maintained) or tangible things that qualify for protection under Rule 26(c) of  
20 the Federal Rules of Civil Procedure, and as specified above in the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support  
22 staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
26 medium or manner in which it is generated, stored, or maintained (including, among other things,  
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
28 responses to discovery in this matter.

1           2.7    Expert: a person with specialized knowledge or experience in a matter pertinent to  
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
3 consultant in this Action.

4           2.8    Final Disposition: the later of (1) dismissal of all claims and defenses in this  
5 Action, with or without prejudice; and (2) final judgment herein after the completion and  
6 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time  
7 limits for filing any motions or applications for extension of time pursuant to applicable law.

8           2.9    In-House Counsel: attorneys who are employees of a party to this Action. In-  
9 House Counsel does not include Outside Counsel of Record or any other outside counsel.

10          2.10   Non-Party: any natural person, partnership, corporation, association, or other legal  
11 entity not named as a Party to this action.

12          2.11   Outside Counsel of Record: attorneys who are not employees of a party to this  
13 Action but are retained to represent or advise a party to this Action and have appeared in this  
14 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
15 that party, and includes support staff.

16          2.12   Party: any party to this Action, including all of its officers, directors, employees,  
17 consultants, retained experts, agents and/or investigators, and Outside Counsel of Record (and  
18 their support staffs).

19          2.13   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
20 Material in this Action.

21          2.14   Professional Vendors: persons or entities that provide litigation- support services  
22 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
23 organizing, storing, or retrieving data in any form or medium) and their employees and  
24 subcontractors.

25          2.15   Protected Material: any Disclosure or Discovery Material that is designated as  
26 “CONFIDENTIAL.”

27          2.16   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
28 Producing Party.

1     **3.     SCOPE**

2             The protections conferred by this Stipulation and Order cover not only Protected  
3     Material (as defined above), but also (1) any information copied or extracted from Protected  
4     Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
5     testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected  
6     Material.

7             Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
8     This Stipulated Protective Order does not govern the use of Protected Material at trial.

9     **4.     TRIAL AND DURATION**

10            The terms of this Stipulated Protective Order apply through Final Disposition of the  
11    Action.

12            ONCE A CASE PROCEEDS TO TRIAL, INFORMATION THAT WAS DESIGNATED  
13    AS CONFIDENTIAL OR MAINTAINED PURSUANT TO THIS STIPULATED  
14    PROTECTIVE ORDER AND USED OR INTRODUCED AS AN EXHIBIT AT TRIAL  
15    BECOMES PUBLIC AND WILL BE PRESUMPTIVELY AVAILABLE TO ALL MEMBERS  
16    OF THE PUBLIC, INCLUDING THE PRESS, UNLESS COMPELLING REASONS  
17    SUPPORTED BY SPECIFIC FACTUAL FINDINGS TO PROCEED OTHERWISE ARE  
18    MADE TO THE TRIAL JUDGE IN ADVANCE OF THE TRIAL. SEE KAMAKANA, 447 F.3D  
19    AT 1180–81 (DISTINGUISHING “GOOD CAUSE” SHOWING FOR SEALING  
20    DOCUMENTS PRODUCED IN DISCOVERY FROM “COMPELLING REASONS”  
21    STANDARD WHEN MERITS-RELATED DOCUMENTS ARE PART OF COURT RECORD).  
22    ACCORDINGLY, FOR SUCH MATERIALS, THE TERMS OF THIS STIPULATED  
23    PROTECTIVE ORDER DO NOT EXTEND BEYOND THE COMMENCEMENT OF THE  
24    TRIAL.

25            Even after Final Disposition of this litigation, the confidentiality obligations imposed by  
26    this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise  
27    in writing or a court order otherwise directs.

28    ///

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
3 or Non-Party that designates information or items for protection under this Order must take care  
4 to limit any such designation to specific material that qualifies under the appropriate standards.  
5 The Designating Party must designate for protection only those parts of material, documents,  
6 items, or oral or written communications that qualify so that other portions of the material,  
7 documents, items, or communications for which protection is not warranted are not swept  
8 unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
10 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
11 unnecessarily encumber the case development process or to impose unnecessary expenses and  
12 burdens on other parties) may expose the Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it designated  
14 for protection do not qualify for protection, that Designating Party must promptly notify all other  
15 Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
17 Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this  
19 Stipulated Protective Order must be clearly so designated before the material is disclosed or  
20 produced.

21 Designation in conformity with this Stipulated Protective Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents, but  
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
24 Party affix at a minimum, the legend "CONFIDENTIAL" to each page that contains protected  
25 material. If only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
27 markings in the margins).

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1 A Party or Non-Party that makes original documents available for inspection need not  
 2 designate them for protection until after the inspecting Party has indicated which documents it  
 3 would like copied and produced. During the inspection and before the designation, all of the  
 4 material made available for inspection shall be deemed CONFIDENTIAL. After the inspecting  
 5 Party has identified the documents it wants copied and produced, the Producing Party must  
 6 determine which documents, or portions thereof, qualify for protection under this Stipulated  
 7 Protective Order. Then, before producing the specified documents, the Producing Party must  
 8 affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a  
 9 portion or portions of the material on a page qualifies for protection, the Producing Party also  
 10 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
 11 margins).

12 (b) for testimony given in depositions that the Designating Party identify the  
 13 Disclosure or Discovery Material on the record, before the close of the deposition all protected  
 14 testimony.

15 (c) for information produced in some form other than documentary and for any other  
 16 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
 17 or containers in which the information is stored the “CONFIDENTIAL” legend. If only a portion  
 18 or portions of the information warrants protection, the Producing Party, to the extent practicable,  
 19 shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If corrected within a reasonable period of time,  
 21 an inadvertent failure to designate qualified information or items does not, standing alone, waive  
 22 the Designating Party’s right to secure protection under this Order for such material. Upon timely  
 23 correction of a designation, the Receiving Party must make reasonable efforts to assure that the  
 24 material is treated in accordance with the provisions of this Stipulated Protective Order.

## 25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 2.17 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 27 confidentiality at any time that is consistent with the court’s Scheduling Order.

28 2.18 Meet and Confer. The Challenging Party shall initiate the meet and confer

process under Local Rule 250 and with Section 2 of Judge McAuliffe’s Standard Procedures titled “Informal Discovery Conference.”

2.19 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2.20 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action reaches a Final Disposition, a Receiving Party must comply with the provisions of section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

2.21 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only:

(a) to the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) to the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) to Experts (as defined in this Order) of the Receiving Party to whom disclosure is

1 reasonably necessary for this Action and who have signed the “Acknowledgment and  
2 Agreement to Be Bound” (Exhibit A);

3 (d) to the court and its personnel;

4 (e) to court reporters and their staff;

5 (f) to professional jury or trial consultants, mock jurors, and Professional Vendors to  
6 whom disclosure is reasonably necessary for this Action and who have signed the  
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (g) to the author or recipient of a document containing the information or a custodian  
9 or other person who otherwise possessed or knew the information;

10 (h) during their depositions, to witnesses, and attorneys for witnesses, in the Action  
11 to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the  
12 witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the  
13 witness will not be permitted to keep any confidential information unless they sign the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
15 Designating Party or ordered by the court. Pages of transcribed deposition testimony or  
16 exhibits to depositions that reveal Protected Material may be separately bound by the court  
17 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective  
18 Order; and

19 (i) to any mediator or settlement officer, and their supporting personnel, mutually  
20 agreed upon by any of the parties engaged in settlement discussions.

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
22 **OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in other litigation that  
24 compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,”  
25 that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include a  
27 copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena or order to issue in

1 the other litigation that some or all of the material covered by the subpoena or order is subject to  
2 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
3 and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
5 Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the  
7 subpoena or court order shall not produce any information designated in this action as  
8 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
9 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
10 shall bear the burden and expense of seeking protection in that court of its confidential material  
11 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
12 Party in this Action to disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**  
14 **IN THIS LITIGATION**

15 9.1 Application. The terms of this Stipulated Protective Order are applicable to  
16 information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
17 information produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be construed as  
19 prohibiting a Non-Party from seeking additional protections.

20 9.2 Notification. In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s confidential information in its possession, and the Party is subject to an  
22 agreement with the Non-Party not to produce the Non-Party’s confidential information, then  
23 the Party shall:

24 (a) promptly notify in writing the Requesting Party and the Non-Party that some or  
25 all of the information requested is subject to a confidentiality agreement with a Non-Party;

26 (b) make the information requested available for inspection by the Non-Party, if  
27 requested.

28 9.3 Conditions of Production. If the Non-Party fails to seek a protective order from

1 this court within 14 days of receiving the notice and accompanying information, the Receiving  
2 Party may produce the Non-Party's confidential information responsive to the discovery request.  
3 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
4 information in its possession or control that is subject to the confidentiality agreement with the  
5 Non-Party before a determination by the court. Absent a court order to the contrary, the Non-  
6 Party shall bear the burden and expense of seeking protection in this court of its Protected  
7 Material.

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
10 Material to any person or in any circumstance not authorized under this Stipulated Protective  
11 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
12 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
13 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
14 made of all the terms of this Order, and (d) request such person or persons to execute the  
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
19 produced material is subject to a claim of privilege or other protection, the obligations of the  
20 Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure.  
21 This provision is not intended to modify whatever procedure may be established in an e-  
22 discovery order that provides for production without prior privilege review. Pursuant to Rules  
23 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement on the  
24 effect of disclosure of a communication or information covered by the attorney-client privilege  
25 or work product protection, the parties may incorporate their agreement in the stipulated  
26 protective order submitted to the court.

27 ///

28 ///

1 **12. MISCELLANEOUS**

2 2.22 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the  
3 right of any person to seek its modification by the court in the future.

4 2.23 Right to Assert Other Objections. By stipulating to the entry of this Stipulated  
5 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
6 producing any information or item on any ground not addressed in this Stipulated Protective  
7 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
8 the material covered by this Stipulated Protective Order.

9 2.24 Filing Protected Material. A Party that seeks to file under seal any Protected  
10 Material must comply with Local Rule 141. Protected Material may only be filed under seal  
11 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a  
12 Party's request to file Protected Material under seal is denied by the court, then the Receiving  
13 Party may file the information in the public record unless otherwise instructed by the court.

14 **13. FINAL DISPOSITION**

15 After the Final Disposition of this Action, as defined in paragraph 4, within 60 days of a  
16 written request by the Designating Party, each Receiving Party must return all Protected  
17 Material to the Producing Party or destroy such material. As used in this subdivision, "all  
18 Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
19 format reproducing or capturing any of the Protected Material. Whether the Protected Material  
20 is returned or destroyed, the Receiving Party must submit a written certification to the Producing  
21 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was returned or  
23 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
24 compilations, summaries or any other format reproducing or capturing any of the Protected  
25 Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all  
26 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
27 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
28 consultant and expert work product, even if such materials contain Protected Material. Any

such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

**14. VIOLATION**

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

DATED: \_\_\_\_\_

/s/ Christian Contreras<sup>1</sup>

Christian Contreras, Esq.  
Alex Coolman, Esq.  
Attorneys for Plaintiff

DATED: \_\_\_\_\_

/s/ Ashley Reyes

Ashley N. Reyes, Esq.  
Attorney for State Defendants

DATED: \_\_\_\_\_

/s/ Matthew Bunting<sup>2</sup>

James J. Arendt, Esq.  
Matthew P. Bunting, Esq.  
Attorneys for County Defendants

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<sup>1</sup> E-signature authorized via email on July 15, 2025.

<sup>2</sup> E Signature authorized via email on July 15, 2025.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety  
and understand the Stipulated Protective Order that was issued by the United States District  
Court for the Central District of California on [date] in the case of *Douglas Cheslik v. State  
of California, et al.*, United States District Court, Eastern District, Case No. 1:23-cv-01754-  
JLT-BAM. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Eastern District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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**ORDER**

The Court has reviewed the Stipulated Protective Order filed by Defendants California Highway Patrol, Efrain Jimenez, State of California, Madera County Sheriff's Department, County of Madera, Tyson J. Pogue, and Kevin Behe, and Plaintiff Douglas Cheslik, through their counsel of record, requesting that the Court enter an Order.

Having considered the above stipulation, and finding good cause, the Court adopts the signed stipulated protective order, (Doc. 39), subject to the following:

Exhibit A, lines 13-15: “I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.” is hereby struck and replaced with “I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order **up to and until the** termination of this action.” The language, “even if such enforcement proceedings occur after termination of this action” is **deleted**.

Paragraph 2.18, pp. 9-10 at lines 28-2: “The Challenging Party shall initiate the meet and confer process under Local Rule 250 and with Section 2 of Judge McAuliffe’s Standard Procedures titled “Informal Discovery Conference.” corrected to “The Challenging Party shall initiate the meet and confer process under Local Rule 250 and with Section **6** of Judge McAuliffe’s Standard Procedures titled ‘**Informal Telephonic or Video Conferences re Discovery Disputes.**’”

The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to the protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party

1 shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to  
2 protect only the information that is confidential or was deemed confidential.

3 Additionally, the parties shall consider resolving any dispute arising under the protective  
4 order according to the Court's informal discovery dispute procedure.

5  
6 IT IS SO ORDERED.

7 Dated: July 16, 2025

8 /s/ Barbara A. McAuliffe  
UNITED STATES MAGISTRATE JUDGE